

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Priority Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SI Corporation		12/09/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	P.O. Box 2558		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77252		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2650530	E3	
Registration Number:	2756092	GEOSOLUTIONS	
Registration Number:	2656735	NOVOTEX	
Registration Number:	2635517	VERTIFORCE	
Registration Number:	2642115	WINNING THE GAME	
Registration Number:	2662026	WINNING THE GAME	
Serial Number:	78284302	XTINGUISH	
Serial Number:	78342031	SANDLOK	
Serial Number:	78366120	ANCHORMAT	
Serial Number:	78346128	X3	
Serial Number:	78357384	FIBRON	
Serial Number:	78366555	ECOLOGIX	
Serial Number:	78386576	SPORTSGRID	
Serial Number:	78406555	ENDURO	

OP \$415.00 2650530

900016997

TRADEMARK
REEL: 002995 FRAME: 0386

Serial Number:	78473001	RECOVER
Serial Number:	78510723	FIBERCAST

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7698

Email: LLevy@stblaw.com

Correspondent Name: Mark Solomon, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 77252

NAME OF SUBMITTER:

Mark Solomon

Signature:

/ms/

Date:

12/21/2004

Total Attachments: 5

source=SiCorp_T#page1.tif

source=SiCorp_T#page2.tif

source=SiCorp_T#page3.tif

source=SiCorp_T#page4.tif

source=SiCorp_T#page5.tif

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated as of December 9, 2004 ("Agreement"), is made by SI Corporation, a Delaware corporation (the "Borrower"), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders") parties to the Credit Agreement, dated as of December 14, 1999, as amended and restated as of March 1, 2002, and as further amended and restated as of December 9, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders, and the other agents named therein.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Collateral Agreement, dated as of December 14, 1999, as amended and restated as of March 1, 2002, and as further amended and restated as of December 9, 2004, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing first priority security interest in all Collateral, including the Trademarks;

WHEREAS, Borrower filed a security interest against various Trademarks with the United States Patent and Trademark Office, dated December 14, 1999, recorded at Reel #2366 and Frame #0024, and Borrower wishes to supplement that filing with additional Trademarks listed on Schedule A hereto; and

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and Collateral Agreement.

SECTION 2. Grant of Security Interest. Borrower hereby pledges and grants a continuing first priority security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks listed on Schedule A hereto, to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

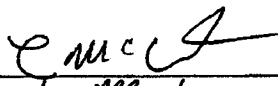
SECTION 3. Purpose. This Agreement has been executed and delivered by Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SI CORPORATION

By: 
Name: Lee McCarter
Title: CFO

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: _____
Name: _____
Title: _____


SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SI CORPORATION

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By:  _____
Name: Robert Anastasio
Title: Vice President

SCHEDULE A**U.S. Trademark Registrations**

<u>Trademark</u>	<u>Registration Number</u>
E3	2,650,530
GEOSOLUTIONS	2,756,092
NOVOTEX	2,656,735
SI CORPORATION	2,635,517
WINNING THE GAME	2,642,115
WINNING THE GAME	2,662,026

U.S. Pending Trademark Applications

Mark	Serial No.	Filing Date
XTINGUISH	78/284302	August 7, 2003
SANDLOK	78/342031	December 17, 2003
ANCHORMAT	78/366120	February 11, 2004
X3	78/346128	December 29, 2003
FIBRON	78/357384	January 26, 2004
ECOLOGIX	78/366555	February 11, 2004
SPORTSGRID	78/386576	March 18, 2004
ENDURO	78/406555	April 22, 2004
RECOVER	78/473001	August 25, 2004
FIBERCAST	78/510723	November 3, 2004